

MAY 28 2003

NOT FOR PUBLICATION

**UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT**

**CATHY A. CATTERSON
U.S. COURT OF APPEALS**

RICHARD M. NASHIRO,

Plaintiff - Appellant,

v.

LOCKHEED MISSILES AND SPACE
COMPANY, INC.,

Defendant - Appellee.

No. 02-15898

D.C. No. CV-01-20990-JW

MEMORANDUM*

Appeal from the United States District Court
for the Northern District of California
James Ware, District Judge, Presiding

Argued and Submitted May 14, 2003
San Francisco, California

Before: CANBY, KLEINFELD, and RAWLINSON, Circuit Judges.

The district court did not err when it dismissed appellant Richard Nashiro's contract claims on the basis of *res judicata*. See *Stewart v. U.S. Bancorp*, 297 F.3d 953, 956 (9th Cir. 2002). The state court correctly ruled that Nashiro's

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claims were preempted by § 301 of the Labor Management Relations Act. The district court properly held that Nashiro had a full and fair opportunity to amend his contract claims in state court to assert them under § 301. *See Warehouse, Processing Dist. Workers Union, Local 26 v. Hugo Neu Proler Co.*, 65 Cal. App. 4th 732, 737 (Cal. App. 2d 1998); *see also Tellez v. Pac. Gas and Elec.*, 817 F.2d 536, 537 n.2 (9th Cir. 1987).

AFFIRMED.